

6733

RECORDATION NO. _____ Filed & Recorded

SEP 13 1972 8 40 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 12 COUNTERPARTS OF
WHICH THIS IS COUNTERPART No. 2

LEASE OF RAILROAD EQUIPMENT

Dated as of August 1, 1972

between

FIRST CHICAGO LEASING CORPORATION,

Lessor,

and

ST. JOE MINERALS CORPORATION,

Lessee.

LEASE

THIS LEASE, dated as of August 1, 1972, between ST. JOE MINERALS CORPORATION, a New York corporation (herein called "Lessee"), and FIRST CHICAGO LEASING CORPORATION, a Delaware corporation (herein called "Lessor");

WHEREAS, Lessor has agreed to purchase certain rolling stock from ORTNER FREIGHT CAR COMPANY (herein called "Seller"), under a Purchase Agreement Assignment and Consent and Agreement (herein called "Purchase Agreement Assignment");

WHEREAS, pursuant to a Finance Agreement, dated as of the date hereof (herein called "Finance Agreement"), among Lessor, Lessee and THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (herein called "Lender"), Lessor has agreed to grant to Lender a security interest in the property described on Schedule A hereto (herein called the "Leased Property"), in accordance with and upon the terms and conditions of the Chattel Mortgage Agreement dated as of the date hereof (herein called "Chattel Mortgage") between Lessor and Lender;

WHEREAS, Lessee desires to lease all of the units of the Leased Property or such lesser number of units of the Leased Property as are delivered by Seller under the Purchase Agreement Assignment and accepted by Lessee under this Lease on or prior to December 31, 1972 at the rentals and upon the terms and conditions hereinafter provided;

WHEREAS, Lessor has agreed to assign its rights under this Lease to Lender pursuant to a Collateral Assignment of Lease, dated as of the date hereof (herein called "Collateral Assignment of Lease").

SECTION 1. LEASE OF PROPERTY; TERM. Lessor agrees to deliver and lease to Lessee the Leased Property described in Schedule A hereto; provided, however, that no unit of Leased Property may be delivered and leased hereunder later than December 31, 1972. Lessor will cause each unit of Leased Property to be delivered to Lessee at Undercliff Yards in Cincinnati, Ohio on the tracks of the Penn Central Transportation Company. Upon such delivery, Lessee will cause an authorized representative or representatives of Lessee, to inspect and, if such unit is found to be satisfactory, accept delivery of each unit of Leased Property pursuant to this Lease, and Lessee will deliver to Lessor a Certificate of Acceptance in the form of Exhibit A to this Lease, whereupon the Leased Property shall be deemed to have been delivered to and accepted by Lessor under the Purchase Agreement Assignment

and to have been delivered to and accepted by Lessee under this Lease and will be subject thereafter to all the terms and conditions of this Lease. Lessee hereby agrees that the execution of the Certificate of Acceptance for any unit of Leased Property by such representative or representatives on behalf of Lessee shall, without further act, irrevocably constitute acceptance by Lessee of the Leased Property for all purposes of this Lease. The lease term for any unit of Leased Property shall commence on the date of the Certificate of Acceptance for such unit and shall continue for fifteen (15) years after the commencement date of the base term (as defined in subsection (c) of Section 2) unless this Lease is renewed or earlier terminated as provided herein.

Notwithstanding anything to the contrary contained herein, all rights and obligations under this Lease and in and to the Leased Property, upon default by Lessee hereunder, are subject to the rights of the Lender under the Chattel Mortgage. If an event of default should occur under the Chattel Mortgage, the Lender may terminate this Lease (or rescind its termination), all as provided therein, unless the Lessee is not in default under this Lease.

SECTION 2. RENT. (a) Interim Rent. Lessee shall pay Lessor as interim rent ("interim rent") for each unit of Leased Property subject to this Lease an amount equal to (1) the purchase price paid by Lessor ("Lessor's Cost", which shall not exceed \$13,720.26 per unit and \$1,097,620.80 in the aggregate for all units) for such unit of Leased Property multiplied by (2) a percentage equal to $1/365$ of $1/4$ of 1% above the prime rate of The First National Bank of Chicago on the date on which such Lessor's Cost was paid, multiplied by (3) the number of days from and including the date of payment of the Lessor's Cost of such unit to but excluding the date on which the first installment of base rent for such unit of Leased Property is payable pursuant to subsection (c) of this Section 2.

(b) Base Rent. Lessee shall pay Lessor as base rent ("base rent") for each unit of Leased Property subject to this Lease, 180 equal monthly installments, in advance, each in an amount equal to 00.8% of the Lessor's Cost of such unit.

(c) Rent Payment Dates. The first installment of base rent and the total amount of interim rent for all units of Leased Property subject to this Lease shall be due and payable on the earlier of (i) the third day of the calendar month following the calendar month in which delivery of all such units of Leased Property to the Lessee hereunder is completed or (ii) January 3, 1973. The second and subsequent installments of base rent

for each unit of Leased Property shall be due and payable on the third day of each calendar month thereafter. The date on which the first such installment of base rent is due and payable shall hereinafter be referred to as the "commencement date of the base term" of this Lease.

SECTION 3. PAYMENT OF RENT. All rent shall be paid by Lessee to Lessor at its office at One First National Plaza, Chicago, Illinois 60670, Attention: President. Any rental payment not paid when due or any payment made by Lessor pursuant to Section 20 hereof shall be subject, to the extent legally enforceable, to a late charge equal to 9% per annum of the amount of the overdue rentals or of the payments pursuant to Section 20, for the period of time during which such rentals are overdue or such payments remain unreimbursed by Lessee or such lesser amount as may be legally enforceable. This Lease is a net lease and Lessee's obligations to pay all rent payable hereunder to Lessor or any assignee of Lessor shall be absolute and unconditional and all such rent shall be paid notwithstanding any circumstances, including, without limitation, (i) any matters of abatement, set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or Lender or anyone else for any reason whatsoever, (ii) any defect in the title, compliance with specifications, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, any unit of Leased Property or an interruption or cessation in the use or possession thereof by Lessee for any reason whatsoever, or (iii) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease except in accordance with the express terms hereof. Each rent payment made by Lessee shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

SECTION 4. IDENTIFICATION MARKS. Lessee shall keep each unit of the Leased Property numbered with the identifying number indicated in Schedule A hereto and as set forth in the Certificate of Acceptance for such unit and shall keep each side of each such unit plainly, distinctly, permanently and conspicuously marked, in letters not less than one-half inch in height, with the name of Lessor followed by the word "Owner" and the name of Lender followed by the words "Secured Party" or other appropriate words designated by Lessor or Lender, and make changes thereof and additions thereto as from time to time may be reasonably requested by Lessor or Lender in order to protect the title of Lessor to the Leased Property and its rights under this Lease

and the security interest of the Lender under the Chattel Mortgage or as may be required in connection with the transfer by Lessor or Lender of their interests in the Leased Property. Lessee will replace promptly any such name and words which may be removed, defaced or destroyed. Lessee will not change the numbers of any such units except with the consent of Lessor and Lender and in accordance with a statement of new numbers to be substituted therefor, which statement shall have been previously filed with Lessor and Lender by Lessee and filed and recorded by Lessee after proper execution by Lessor with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and in all other public offices where this Lease shall have been filed or recorded. Except as otherwise provided in this Section, Lessee will not allow the name of any person, association or corporation to be placed on the Leased Property as a designation which might be interpreted as a claim of ownership; provided, however, that Lessee may cause the Leased Property to be lettered with the name, emblem, or initials of Lessee (or of any sublessee if the sublease shall be permitted under this Lease) or of a subsidiary or affiliated company controlling or controlled by or under common control with Lessee or any such sublessee.

SECTION 5. MAINTENANCE, OPERATION AND REPAIRS. Lessee, at its expense, shall maintain, service and repair each unit of Leased Property to the same extent as Lessee would, in the prudent management of its properties, maintain, service and repair similar equipment owned or operated by Lessee and in any event to the extent required to maintain such equipment in good operating condition (ordinary wear and tear excepted) and in compliance with any applicable requirements of law or of any federal, state or local governmental authority having jurisdiction, including, but not limited to (i) the interchange rules of the Association of American Railroads and (ii) all lawful rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Leased Property. Lessee will not permit any unit to be used or operated in violation of any law or any rule, regulation or order of any such governmental authority having jurisdiction, unless the applicability or validity thereof is being contested in good faith and by appropriate proceedings, but only so long as such proceedings do not involve any danger of the sale, forfeiture or loss of any unit or interest therein.

Lessee will make and be responsible for any and all replacements, repairs or substitutions of parts of the Leased Property required to keep the Leased Property in such good operating condition. All replacements and repairs shall become the property of Lessor, as shall all additions if not removable without impairing

the value of the Leased Property. Lessee may from time to time make such alterations and modifications of and additions to the Leased Property as Lessee may deem desirable in the proper conduct of its business, provided that no such alteration, modification or addition diminishes the value of such Leased Property. Lessee will bear all costs incurred in connection with the use and operation of the Leased Property including, but not limited to, labor, material, energy or supplies.

SECTION 6. INSPECTION AND REPORTS. At all reasonable times (but not in such manner as to interfere with Lessee's normal operation) Lessor, Lender or their authorized representatives may inspect each unit of Leased Property and the books and records of Lessee relative thereto (but such records shall not include records relating to Lessee's earnings with respect to the Leased Property), and, at such times as Lessor or Lender may reasonably request, Lessee will furnish Lessor or Lender accurate statements regarding the condition and state of repair of the units. Lessor or Lender shall have no duty to make any such inspection or inquiry and shall not incur any liability or obligation by reason of not making any such inspection or inquiry. During any storage period provided in this Lease, Lessee will permit Lessor, Lender or any person designated by them, including authorized representatives of any prospective purchaser or lessee of any unit, to inspect the same. Any such inspection made by Lessor or Lender or any person so designated by them shall not interfere with Lessee's normal operation of the Leased Property.

Lessee agrees to furnish to Lessor and Lender, once in each year of this Lease, an accurate inventory of the Leased Property in actual service, and shall indicate therein the road numbers and the description of the units of the Leased Property as may have been destroyed, and of all units then undergoing or then withdrawn from service for general repairs.

Within 120 days after the close of each fiscal year, Lessee will furnish to Lessor and Lender copies of Lessee's annual and other reports which Lessee annually furnishes to its stockholders. Lessee shall also furnish such other financial information as Lessee may have available in the ordinary conduct of its business and as Lessor may reasonably request from time to time.

SECTION 7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, COMPLIANCE WITH SPECIFICATIONS, CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR USE OF ANY UNIT OF LEASED PROPERTY, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNIT OF LEASED PROPERTY, it being agreed that all such risks, as between Lessor and Lessee, are to be borne

by Lessee, but Lessor hereby irrevocably appoints and constitutes Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of Lessor and/or Lessee, as their interests may appear, at Lessee's sole cost and expense, whatever claims and rights Lessor may have under the provisions of the Purchase Agreement, provided, however, that Lessor warrants that on the date of the Certificate of Acceptance for any unit Lessor shall have whatever title was conveyed to it by Seller free of liens and encumbrances resulting from any acts of Lessor except liens and encumbrances created by the Purchase Agreement Assignment or the Chattel Mortgage. Lessee's delivery of a Certificate of Acceptance shall be conclusive evidence as between Lessee and Lessor that all units of Leased Property described therein are in all the foregoing respects satisfactory to Lessee, and Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters, provided, however, that nothing contained in this sentence shall be deemed to limit the Lessor's warranty as to title, which warranty shall survive such delivery of a Certificate of Acceptance by Lessee.

SECTION 8. TAXES. (a) Lessee shall pay all present and future taxes and other governmental charges, and any amounts in lieu of such taxes and charges and any penalties or interest on any of the foregoing, imposed against Lessor upon or with respect to the ownership, leasing, rental, sale, purchase, possession or use of the Leased Property (including, but not limited to, sales, use, franchise, excise, personal property and gross rental taxes); provided, however, that Lessee shall not be obligated to pay any such taxes, charges or amounts on, based on or measured by, Lessor's net income; and provided further that Lessee shall not be obligated to pay any such taxes, charges or amounts relating to any unit of Leased Property which may accrue after possession of such unit has been delivered to Lessor in accordance with the terms of this Lease. Lessee shall file all ad valorem tax returns on the Leased Property. If claim is made against Lessor for any such tax, charge or amount, Lessor shall promptly notify Lessee. If not thereby subjecting the Leased Property to forfeiture or sale, upon notice in writing to Lessor, Lessee may at its own expense contest in good faith by appropriate proceedings the applicability, validity or amount of any of such taxes, charges or amounts. If reasonably requested by Lessee in writing, Lessor shall upon receipt of indemnity reasonably requested by it and at the expense of Lessee, in good faith contest, in the name of Lessee or Lessor, the applicability, validity or amount of such tax, charge or amount by (i) resisting payment thereof if practicable, (ii) not paying the same except under protest, if protest is necessary and proper, and (iii) if payment be made, using reasonable efforts to obtain a refund thereof in appropriate administrative and judicial proceedings. If Lessor shall obtain

a refund of all or any part of such tax, charge or amount paid by Lessee, Lessor shall pay Lessee the amount of such refund, together with any amounts received by Lessor representing interest on the amount of such refund. The expiration or other termination of this Lease shall not relieve Lessee of its obligations under this paragraph (a) to pay such taxes, charges and amounts relating to any unit of Leased Property which have accrued or may accrue prior to the delivery of possession of such unit to Lessor in accordance with the terms of this Lease.

(b) If Lessor, under any circumstances or for any reason whatsoever other than (A) as set forth in subsection (d) below or (B) if Lessee is required by the terms of this Lease to pay and shall have paid the Casualty Value or the Termination Value for the unit of Leased Property involved, shall lose or shall not have, or shall lose the right to claim, or there shall be disallowed or recaptured, all or any portion of Federal income tax depreciation deductions with respect to the Leased Property, based on depreciation of the Lessor's Cost of the Leased Property over a period of 12 years to a salvage value of 5%, using the sum of the year's digits method of depreciation, then Lessee will pay Lessor, as supplemental rent hereunder, with respect to each taxable year of Lessor, (i) a sum which, after deduction of all taxes required to be paid by Lessor in respect of the receipt of such sum under the laws of any Federal, state or local government or taxing authority in the United States (except to the extent that any such Federal income tax shall be required to be paid at a rate in excess of 50% of taxable income), shall be equal to the amount of any additional Federal income taxes (to the extent such taxes are required to be paid at a rate not in excess of 50% of taxable income) required to be paid with respect to such year by reason of such loss, disallowance or recapture of depreciation deductions (net of any savings in Federal income taxes required to be paid with respect to such year by reason of Lessor not being required to include in its Federal gross income for the relevant period the rent paid under this Lease or being required to so include only a portion thereof as interest) plus (ii) the amount of interest and penalties which may be payable to the United States Government by Lessor in connection with such loss, disallowance or recapture. Such payment shall be made to Lessor by Lessee at such time as such additional income taxes are payable (but not sooner than 30 days after receipt by Lessee of written notice from Lessor).

If Lessor, as the result of such loss of depreciation deductions with respect to any year under circumstances which required Lessee to indemnify Lessor with respect to such loss, becomes entitled to the benefit of depreciation deductions in excess of those which would have been available to Lessor had Lessor been able to employ the method of depreciation described in the preceding grammatical paragraph of this subsection (b)

with respect to any subsequent year, Lessor shall pay Lessee an amount equal to the sum of the Federal income tax savings realized by Lessor with respect to such subsequent year because of such excess depreciation deductions plus any savings realized under the laws of any Federal, state or local government or taxing authority in the United States as the result of any payment made pursuant to this sentence when, as, if and to the extent such Federal income or other tax savings are realized; provided that such sum, together with the sum payable pursuant to the next succeeding sentence, shall not exceed the amounts previously paid by Lessee to Lessor pursuant to this subsection (b) over the amounts previously paid by Lessor to Lessee pursuant to this subsection (b). If Lessor, in computing its Federal taxable income for any taxable year during the term of this Lease, shall not be required to include in its Federal gross income for such year the rent paid under this Lease or shall be required to so include only a portion thereof as interest, Lessor shall pay Lessee an amount equal to the sum of the Federal income tax savings realized by Lessor with respect to such year as a result thereof (net of any additional Federal income taxes payable by Lessor with respect to such year if Lessor loses the benefit of such depreciation deductions) plus any tax savings realized under the laws of any Federal, state or local government or taxing authority in the United States as the result of any payment made pursuant to this sentence when, as, if and to the extent such Federal income or other tax savings are realized; provided that such sum, together with the sum payable pursuant to the next preceding sentence, shall not exceed the excess of the amounts previously paid by Lessee to Lessor pursuant to this subsection (b) over the amounts previously paid by Lessor to Lessee pursuant to this subsection (b).

(c) If Lessor shall lose or shall not have or shall lose the right to claim, or there shall be disallowed or recaptured, all or any portion of the full seven percent (7%) investment credit provided for in Section 38 of the Internal Revenue Code of 1954, as amended (or any successor provision thereto), with respect to the Leased Property under any circumstances or for any reason whatsoever other than (A) as set forth in subsection (d) below, or (B) if Lessee is required by the terms of this Lease to pay or shall have paid the Casualty Value or the Termination Value for the unit of Leased Property involved, then Lessee shall pay Lessor, as supplemental rent hereunder, (i) an amount which, after deduction of all taxes required to be paid by Lessor in respect of the receipt of such sum under the laws of any Federal, state or local government or taxing authority of the United States (except to the extent that any such Federal income tax shall be required to be paid at a rate in excess of 50% of taxable income), shall be equal to the amount of such investment credit so lost, disallowed or recaptured or

which may not be claimed, plus (ii) the amount of interest and penalties which may be payable to the United States Government by Lessor in connection with such loss, disallowance or recapture. Such payment shall be made to Lessor by Lessee at such time as the tax attributable to such loss, disallowance or recapture is payable (but not sooner than 30 days after receipt by Lessee of written notice from Lessor).

(d) Lessee shall not be required to pay Lessor the amounts provided for in subsections (b) and (c) above if the loss, disallowance or recapture of depreciation deductions and/or investment credit or the loss of right to claim the same shall result solely because of the occurrence of any of the following events:

(i) Lessor shall fail to claim such depreciation deduction or investment credit in its income tax returns for the appropriate year or shall fail to follow the proper procedure in claiming such depreciation deduction or investment credit, and such failure to claim or to follow such procedure, as the case may be, shall preclude Lessor from claiming such depreciation deduction or investment credit;

(ii) Lessor shall fail to have sufficient income to benefit from the depreciation deduction or sufficient liability for tax to benefit from the investment credit;

(iii) Lessor shall, at any time while no Event of Default has occurred and is continuing, without the written consent of Lessee, voluntarily transfer legal title to any unit of Leased Property to anyone (other than pursuant to Section 18(a) of this Lease), or dispose of any interest in or reduce its interest in the profits from such unit of Leased Property, and such transfer, disposition or reduction by Lessor shall be the direct cause of such loss, disallowance or recapture;

(iv) Lessor shall fail to take timely action in contesting a claim made by the Internal Revenue Service with respect to the disallowance of the depreciation deduction or investment credit pursuant to subsection (e) below and the failure to take such action in a timely manner shall preclude the right of Lessor to contest such claim; or

(v) Lessor shall not be treated as the owner of any unit of Leased Property by reason of any aspect of Lessor's relationship with Lender.

(e) Lessor agrees to notify Lessee promptly of any claim made by the Internal Revenue Service against Lessor in respect to the disallowance of such depreciation deductions or investment credit. Lessor further agrees that, should all or any portion of said depreciation deductions or investment credit be disallowed as aforesaid, Lessor will contest the disallowance, if so requested by Lessee, provided that Lessee makes adequate provision for Lessor's indemnification and the payment of all of Lessor's expenses in connection therewith.

SECTION 9. INDEMNIFICATION. Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor, Lender and their respective successors, assigns, agents, employees, officers and directors, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature (for purposes of this Section 9 collectively called "Expenses", which shall not include taxes or other governmental charges or amounts in lieu of such taxes or charges or penalties or interest on any of the foregoing, whether or not Lessee is required to pay the same or indemnify therefor under Section 8 of this Lease), imposed on, asserted against or reasonably incurred by Lessor, Lender or any of their respective successors, assigns, agents, employees, officers and directors in any way relating to or arising out of this Lease, the Finance Agreement, the Purchase Agreement Assignment, the Chattel Mortgage, and the Collateral Assignment of Lease (for purposes of this Section 9 collectively called the "Documents"), the ordering, acquisition, ownership, delivery, lease, possession, use, operation, condition, sale or other disposition of any unit of Leased Property (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee, and any claim for patent, trademark or copyright infringement), except only that Lessee shall not be required to indemnify Lessor, Lender or their respective successors, assigns, agents, employees, officers and directors for (i) Expenses to be borne pursuant to the express provisions hereof by the party otherwise to be indemnified hereunder, (ii) Expenses resulting from the willful misconduct or gross negligence of the party otherwise to be indemnified hereunder, (iii) Expenses resulting from the failure by the party otherwise to be indemnified hereunder to perform or observe any agreement in the Documents, or (iv) Expenses incurred by Lessor or Lender in connection with the preparation, execution and delivery of the Documents.

All amounts payable by Lessee pursuant to this Section 9 shall be payable directly to the party entitled to indemnification.

All the indemnities contained in this Section 9 shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and are expressly made for the benefit of, and shall be enforceable by Lessor and Lender. Upon payment in full of any indemnity contained in this Section 9 by Lessee, it shall be subrogated to any rights of the individual or corporation indemnified in respect of the matter against which indemnity has been given.

It is understood that Lessee's indemnification under this Section 9 shall not extend to Expenses in respect of any Leased Property arising from acts or events which occur after possession of such Leased Property has been delivered to Lessor in accordance with the terms of this Lease.

SECTION 10. INSURANCE. (a) Lessee will, without cost to Lessor, maintain or cause to be maintained in effect while this Lease shall be in effect, insurance policies insuring against loss or damage to the Leased Property from such risks and in such amounts as Lessee would, in the prudent management of its properties, maintain or cause to be maintained with respect to similar property owned or operated by it. Notwithstanding the provisions of the foregoing sentence, however, Lessee may self-insure against such risks by deductible provisions if (i) the units are self-insured to no greater extent than any similar equipment owned or operated by Lessee, and (ii) in the event of loss or damage affecting both units and property owned or operated by Lessee no more than a pro rata portion of such self-insurance would be applicable to the units.

(b) Lessee will, at Lessee's sole expense, maintain or cause to be maintained in effect while this Lease is in effect, insurance policies with respect to each unit insuring against loss or damage to the person and property of others from such risks and in such amounts as Lessee would, in the prudent management of its business, maintain or cause to be maintained with respect to similar equipment owned or operated by it; provided, however, that such insurance shall provide coverage in the amount of not less than \$1,000,000 per any one occurrence. Notwithstanding the provisions of the foregoing sentence, however, Lessee may self-insure against such risk by a deductible clause not to exceed \$50,000 per occurrence if (i) the units are self-insured to no greater extent than any similar property owned or operated by Lessee, and (ii) in the event of loss or damage affecting both the units and property owned or operated by Lessee, no more than a pro rata portion of such self-insurance would be applicable to the units.

(c) Any insurance policies maintained in accordance with this Section 10 shall be in such form and with such companies as shall be satisfactory to Lessor. Certified copies or certificates of such insurance policies shall be delivered to Lessor upon demand with loss payable clauses in form satisfactory to Lessor and Lender, naming Lessor, Lender and Lessee, or any assignee of such parties, as their interests may appear. Each insurer shall agree by means satisfactory to Lessor that it will give Lessor and any other named insured 10 days' written notice before any policy shall be altered or cancelled.

(d) It is agreed that the proceeds of any insurance maintained pursuant to subsection (a) of this Section 10 and payable as a result of any Casualty Occurrence (as that term is defined in Section 11) with respect to any unit of Leased Property shall be applied as follows:

(i) so much of such payments as shall not exceed the Casualty Value required to be paid by Lessee pursuant to Section 11 shall be paid to Lessor and applied in reduction of Lessee's obligation to pay such Casualty Value, if not already paid by Lessee, or, if already paid by Lessee, shall be paid to Lessee to reimburse Lessee for its payment of such Casualty Value, unless an Event of Default (or other event which after lapse of time or notice or both would become an Event of Default) shall have occurred and be continuing, and

(ii) the balance, if any, of such payment remaining thereafter will be paid over to, or retained by, Lessee.

SECTION 11. CASUALTY OCCURRENCES. (a) In the event that any unit of Leased Property shall be or become lost, stolen, destroyed, or, in the good faith opinion of Lessee, irreparably damaged, from any cause whatsoever, or taken or requisitioned (except for any requisition or taking which by its terms does not exceed the remaining base term of this Lease) by condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences") during the term of this Lease, Lessee shall promptly and fully notify Lessor and Lender with respect thereto and shall pay the Casualty Value (as hereinafter defined) for such unit in accordance with Schedule B attached hereto, such payment to be made on the monthly payment date next following the date on which such notice is given; provided that, if such Casualty Occurrence occurs before the commencement date of the base term,

such payment shall be made on the commencement date in an amount equal to that percentage of the Lessor's Cost for such unit as is set forth opposite Payment No. 1 in Schedule B. Upon the making of such payment by the Lessee in respect of any unit, the installment of base rent for such unit due on such payment date shall be payable and thereafter the rental for such unit shall cease to accrue, the term of this Lease as to such unit shall terminate and Lessor shall transfer to Lessee all of Lessor's right, title and interest, if any, in and to such unit.

(b) The Casualty Value of each unit as of any monthly payment date for an installment of base rent shall be that percentage of Lessor's Cost for such unit as is set forth in Schedule B opposite the number of such base rent installment.

(c) Any payments received at any time by Lessor or by Lessee from any governmental authority or other party with respect to a Casualty Occurrence resulting from the taking or requisition (other than a requisition or taking which by its terms does not exceed the remaining base term of this Lease) by condemnation or otherwise of any unit of Leased Property will be applied as follows:

(i) so much of such payments as shall not exceed the Casualty Value required to be paid by Lessee pursuant to this Section 11 shall be paid to Lessor and applied in reduction of Lessee's obligation to pay such Casualty Value, if not already paid by Lessee, or, if already paid by Lessee, shall be paid to Lessee to reimburse Lessee for its payment of such Casualty Value, unless an Event of Default (or other event which after lapse of time or notice or both would become an Event of Default) shall have occurred and be continuing, and

(ii) the balance, if any, of such payment remaining thereafter will be paid over to, or retained by, Lessor.

(d) In the event of a requisition or taking which by its terms does not exceed the remaining base term of the Lease of any unit of Leased Property during the term of this Lease, all of the Lessee's obligations under this Lease with respect to such unit shall continue to the same extent as if such requisition or taking had not occurred, except that if such unit is returned by the requisitioning or taking authority at any time after the end of the term of this Lease, Lessee shall be obligated to return such unit to Lessor pursuant to

Section 16 hereof promptly upon such return rather than at the end of the term of this Lease but Lessee shall in all other respects comply with the provisions of said Section 16 with respect to such unit. All payments received by Lessor or Lessee from the requisitioning or taking authority for the use of such unit during the term of this Lease shall be paid over to, or retained by, Lessee provided no Event of Default (or other event which after lapse of time or notice or both would become an Event of Default) shall have occurred and be continuing; and all payments received by Lessor or Lessee from the requisitioning or taking authority for the use of such unit after the term of this Lease shall be paid over to, or retained by, Lessor.

(e) Except as hereinabove provided in this Section 11, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any unit after delivery to and acceptance thereof by the Lessee hereunder. The payment by Lessee of the Casualty Value of any unit shall not release Lessee from its indemnity obligations with respect to such unit of Leased Property.

SECTION 12. POSSESSION AND USE BY LESSEE. Lessee will not deliver, transfer or relinquish possession of any unit of Leased Property except that, unless an Event of Default (or other event which after lapse of time or notice or both would become an Event of Default) shall have occurred and be continuing, Lessee shall have the right to:

(a) Possession and use of the units by Lessee, any affiliate, any sublessee permitted by the terms of this Lease, or any railroad company but only upon and subject to all terms and conditions of this Lease; provided, however, that Lessee shall not assign or permit the possession and use of any unit to service involving the regular operation and maintenance of such unit outside the United States of America. Lessee may receive and retain any compensation for the use of any unit from other persons so using any unit; and

(b) Deliver or relinquish possession of any unit to any organization for testing, overhaul, repairs, alterations, or modifications.

SECTION 13. ASSIGNMENT; SUBLEASE. This Lease shall be assignable in whole or in part by Lessor without the consent of Lessee, but Lessee shall be under no obligation to any assignee of Lessor except upon written notice of such assignment by Lessor.

In the event of any such assignment, Lessee agrees that if directed by Lessor in writing, it will (i) pay direct to such assignee any rent or other amount now or hereafter owing under this Lease and (ii) give to such assignee any notice required to be given to Lessor hereunder. Any assignee of Lessor shall have all the rights, powers, privileges and remedies (other than the indemnification rights contained in Sections 8 (b) and (c)) of Lessor hereunder (whether or not the applicable provisions of this Lease contain express reference to any such assignee) but none of Lessor's obligations other than the obligations under the covenant of quiet enjoyment contained in Section 21; provided, however, no such assignment shall in any way relieve Lessor of any obligations hereunder. Lessee may sublease all or any units of the Leased Property with the consent of Lessor, which consent shall not be unreasonably withheld, or for a period not to exceed six months without the consent of Lessor, provided that Lessee shall nevertheless remain primarily liable to Lessor for the payment of all rent and for the full performance of all of the covenants and conditions hereof; Lessee shall not make or permit any assignment (other than pursuant to a merger or consolidation wherein the surviving or resulting corporation assumes Lessee's obligations hereunder) of this Lease or Lessee's interest hereunder without the prior written consent of Lessor, which consent shall not be unreasonably withheld. This Lease shall inure to the benefit of, and be binding upon, Lessor and Lessee, and their respective successors and permitted assigns.

SECTION 14. EVENTS OF DEFAULT. The following events shall constitute Events of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body or otherwise):

(a) Lessee shall fail to make any payment of rent when the same shall become due and such failure shall continue unremedied for a period of five (5) days; or

(b) Lessee shall fail to maintain insurance with respect to the Leased Property as required by Section 10 hereof, and such failure shall continue unremedied for a period of ten (10) days after written notice thereof by Lessor; or

(c) Lessee shall make or permit any unauthorized assignment or transfer of this Lease or any unit of Leased Property or any interest in this Lease or any unit of Leased Property or shall permit, make or suffer any unauthorized transfer of possession of any unit of Leased Property; or

(d) Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of ten (10) days after written notice thereof by Lessor; or

(e) Any representation or warranty or statement made by Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto shall prove to be incorrect in any material respect on the date as of which made and such condition shall continue unremedied for a period of thirty (30) days after written notice thereof by Lessor; or

(f) Any obligation of Lessee for the payment of borrowed money, shall not be paid promptly at maturity or within any grace period permitted, whether such maturity be by acceleration or otherwise, and such default shall not have been waived, or shall be declared due and payable prior to the maturity thereof, and such declaration shall not have been rescinded; or

(g) Lessee becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for Lessee, or for a substantial part of its property, and is not discharged within 90 days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee, and if instituted against Lessee is consented to or acquiesced in by Lessee or remains for 90 days undismissed.

SECTION 15. REMEDIES. If an Event of Default shall have occurred and be continuing Lessor shall, to the extent permitted by law, have the following rights and remedies:

(a) Proceed by appropriate actions at law or equity to enforce performance by Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; or

(b) By notice in writing to Lessee, terminate this Lease and/or Lessee's rights of possession hereunder as to all or any part of the Leased Property whereupon all right, title and interest of Lessee to or in the use of such Leased Property shall terminate, and Lessor may, directly or by its agent, enter upon any premises where the Leased Property may be located and take possession thereof, any expenses of such taking to be borne by Lessee. For the purpose of delivering possession to Lessor as provided aforesaid, Lessee shall at its own cost and expense forthwith assemble all units of the Leased Property on storage tracks of any railroad company designated by Lessor and provide storage for said units for a period of 90 days. In the event of any such termination Lessor may (i) retain all rents and additional sums theretofore paid by Lessee hereunder, (ii) recover from Lessee all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) recover from Lessee as liquidated damages, but not as penalty, an aggregate sum which at the time of such termination represents the excess, if any, of the then Termination Value of such Leased Property pursuant to Schedule C attached hereto, over the amount received by Lessor from any public or private sale of such Leased Property provided that Lessor has given Lessee fifteen (15) business days' notice of such sale, or, in the event that Lessor shall reasonably determine that a re-lease of the Leased Property shall yield greater net proceeds than any available sale, the Fair Rental Value of the Leased Property as determined in accordance with Section 18 (d).

In addition to the foregoing, Lessor shall be entitled to recover from Lessee any and all reasonable costs and expenses which Lessor shall sustain by reason of the occurrence of any such Event of Default, including, without limitation, reasonable legal fees and brokerage fees and other costs and expenses as shall be expended or incurred

in the taking possession, storage and sale of the Leased Property or in the enforcement of any right or privilege hereunder or in any action in connection therewith. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy.

SECTION 16. RETURN OF LEASED PROPERTY. Upon the expiration of the base term (unless the renewal option shall have been exercised), or of any renewal term of this Lease or any prior termination of this Lease with respect to any unit pursuant to Section 18 (a), Lessee shall deliver each such unit of the Leased Property to Lessor in good order and repair, excepting only reasonable wear and tear, by causing each such unit of the Leased Property to be moved, at Lessee's expense, onto storage tracks of any railroad company designated by Lessor and located in the states of New York, Pennsylvania, or Ohio, provided, that Lessee shall not be responsible for the expense of storage of such unit after such delivery. Any units not delivered in accordance with this Section 16 shall continue to be subject to all of the rights and duties of the parties set forth in this Lease, but as to any unit so delivered to Lessor, Lessee shall have no risk of loss or further obligations other than obligations arising or accrued prior to such delivery.

SECTION 17. LIENS. Lessee will not directly or indirectly create, incur, assume or suffer to exist any liens, mortgages, encumbrances, pledges, charges or security interests of any kind (hereinafter called "Liens") on or with respect to any unit of Leased Property, title thereto or any interest therein, except (i) the respective rights of Lessor and Lender as provided in this Lease, the Collateral Assignment of Lease, the Chattel Mortgage and the Purchase Agreement Assignment, or of any sublessees permitted by the terms of this Lease, (ii) Liens for taxes or other governmental charges or amounts in lieu of such taxes or charges either not yet due or being contested in good faith and by appropriate proceedings so long as such proceedings do not involve, in the opinion of Lessor, any danger of the sale, forfeiture or loss of any unit of Leased Property or interest therein, (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of business, which are not delinquent or the enforcement of which has been suspended, but then only for the duration of such suspension, (iv) Liens arising out of judgments or awards against Lessee with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith and with respect to which there shall have been secured a stay of execution pending such appeal or proceeding for review, (v)

Liens to which Lessee's leasehold interest in the Leased Property is now or may hereafter become subject under indentures pursuant to which securities issued or assumed by Lessee are now or may hereafter be outstanding, and (vi) Liens which result from the acts of Lessor or Lender or secure obligations (not required by the express terms hereof to be discharged by Lessee) of Lessor or Lender. Lessee will promptly, at its own expense, take such action as may be necessary to duly discharge or eliminate or bond in a manner satisfactory to Lessor any such Liens not excepted above if the same shall arise at any time.

SECTION 18. OPTIONS. If no Event of Default (or any event which after lapse of time or notice or both would become an Event of Default) shall have occurred and be continuing and this Lease shall not have been terminated, Lessee shall be entitled to exercise any of the following options:

(a) Termination Option. At any time after the end of the tenth (10th) year of the base term of this Lease, if any units of the Leased Property shall become obsolete or shall in good faith be determined by Lessee to be surplus to Lessee's requirements, Lessee may, upon at least 120 days' prior written notice to Lessor and Lender, elect to terminate this Lease as to any units by paying Lessor a sum equal to the then applicable Termination Value (as hereinafter defined) for each such unit in accordance with Schedule C attached hereto, such payment to be made on the monthly payment date next following the date of termination designated by Lessee, together with the installment of base rent due on such payment date. Upon receipt of such payment, Lessee shall promptly sell at private or public sale the terminated units. The Termination Value so paid shall, immediately following such sale, be reimbursed to Lessee to the extent available from the proceeds of such sale less all direct expenses of such sale, whereupon, as to such terminated units, Lessor shall have no further obligation for payment to Lessee. If such net proceeds of such sale exceed the Termination Value, the excess shall belong to Lessor.

The Termination Value of each unit as of any monthly payment date for the installment of base rent shall be that percentage of Lessor's Cost for such unit set forth in Schedule C attached hereto opposite the number of such base rent installment.

(b) Purchase Option. Lessee may, upon written notice to Lessor at least 120 days prior to the expiration of the base term, elect to purchase upon the expiration of the base term all but not less than all units of Leased Property which are then subject to this Lease, at a purchase price equal to the fair market value of such units as determined during such notice period in accordance with subsection (d) below.

(c) Renewal Option. Lessee may, upon written notice to Lessor at least 120 days prior to the expiration of the base term, or renewal term as the case may be, renew this Lease from year to year with respect to all but not less than all of the units then subject to this Lease. All of the provisions of this Lease shall be applicable during any such renewal term, except that the rent for each unit leased hereunder during any such renewal term shall be payable in monthly installments, in advance, each in an amount equal to the fair rental value thereof. Such fair rental value shall be determined during the notice period for each renewal term in the manner provided in subsection (d) below.

(d) Fair Market Value and Fair Rental Value. The fair market value or fair rental value of a unit shall be the value upon which a willing buyer and a willing seller or a willing lessor and a willing lessee, as the case may be, would agree, each respectively under no compulsion to buy, sell, or lease, to be determined by agreement between Lessor and Lessee, and if they cannot agree, by an independent appraiser selected by Lessor but satisfactory to Lessee. Any such appraisal shall be made solely at Lessee's expense.

SECTION 19. RECORDING. The Lessee will cause this Lease, any assignment hereof of which Lessee has received notice and any amendments or supplements hereto to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act. The Lessee will undertake the filing, registering, deposit, and recording required of the Lessor under the Chattel Mortgage and will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit, record (and will refile, reregister and redeposit,

or re-record whenever required) all further instruments reasonably requested by the Lessor or the Lender for the purpose of proper protection, to their satisfaction, of the Lender's and the Lessor's respective interests in the Leased Property, or for the purpose of carrying out the intention of this Lease, the Collateral Assignment of Lease or the Chattel Mortgage; and the Lessee will promptly furnish to the Lender and the Lessor evidences of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Lender and the Lessor. All action required by this section shall be at the Lessee's expense.

SECTION 20. LESSOR'S RIGHT TO PERFORM FOR LESSEE.

If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its agreements contained herein, Lessor may itself make such payment or perform or comply with such agreement, and the amount of such payment and the amount of the reasonable expenses of Lessor incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, shall be deemed additional rent hereunder and shall be payable by Lessee upon demand.

SECTION 21. QUIET ENJOYMENT. Unless an Event of Default shall have occurred and be continuing, Lessor agrees that Lessee shall be entitled, on the terms and conditions of this Lease for any unit of Leased Property, to the uninterrupted use and quiet enjoyment of such unit as against Lessor or Lender or any person claiming under or through the Lessor or Lender other than as a result of any failure of Lessee to discharge any of its duties or obligations hereunder.

In the absence of an Event of Default or failure of Lessee to discharge any of its duties or obligations hereunder, Lessee shall be entitled to proceed in any court of law or equity against Lessor or Lender or any person claiming under or through the Lessor or Lender for the recovery of damages from and/or injunctive relief against any such party or parties for failure to comply with their respective obligations under this Lease, including without limitation the covenants contained in this Section 21. Nothing contained in this Section 21 shall in any way affect the obligations and duties of the Lessee, including but not limited to, the payment of rent as provided in Sections 2 and 3 hereof.

SECTION 22. ENFORCEMENT BY LENDER. The obligations of the Lessee as they relate expressly to Lender are for the benefit of Lender and may be enforced by Lender, to the same

extent as if it were a party hereto, as a third-party beneficiary hereof, without any responsibility by Lessor in connection therewith.

SECTION 23. NOTICES. All notices required under the terms and provisions hereof shall be in writing, and any such notice shall become effective when delivered or deposited in the United States mail, with proper postage for certified mail prepaid, addressed, if to Lessee, at 250 Park Avenue, New York, New York 10017, Attention: L. K. Wheelock, Vice President, if to Lessor addressed to it at its office at One First National Plaza, Chicago, Illinois 60670, Attention: President, and if to Lender addressed to it at 1301 S. Harrison Street, Ft. Wayne, Indiana 46801, Attention: Securities-Investment Department, or, as to any party, at such other address as such party shall from time to time designate in writing to the other party.

SECTION 24. MISCELLANEOUS. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect or which might require Lessor to mitigate damages other than as expressly provided herein. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Lease shall constitute an agreement of lease, and nothing herein shall be construed as conveying to Lessee any right, title or interest in any unit of Leased Property except as a Lessee only. All computations of interest and amounts equivalent to interest under this Lease shall be made on the basis of a 360-day year. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois, including all matters of construction, validity and performance; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing and recording of this Lease. Although this Lease is dated as of August 1, 1972 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have executed
or caused to be executed this Lease all as of the date first
above written.

ST. JOE MINERALS CORPORATION,
as Lessee

By *J. H. Wheelock*
Vice President

[CORPORATE SEAL]

Attest:

J. B. [unclear]
Secretary

FIRST CHICAGO LEASING CORPORATION,
as Lessor

By *Robert K. Parsons*
ASST Vice President

[CORPORATE SEAL]

Attest:

John L. [unclear]
ASST Secretary

STATE OF New York SS.:
COUNTY OF New York

On this 1st day of September, 1972, before me personally appeared A. S. Whellock, to me personally known, who, being by me duly sworn, says that he is Vice President of ST. JOE MINERALS CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

HELEN SKOY
NOTARY PUBLIC, State of New York
No. 41-9936750
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1974

Helen Skoy
Notary Public

[NOTARIAL SEAL]

My Commission expires

STATE OF Illinois) SS.:
COUNTY OF Cook

On this 8th day of September, 1972, before me personally appeared Robert H. Parsons, to me personally known, who, being by me duly sworn, says that he is a Assistant Vice President of FIRST CHICAGO LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jan M. Urvak
Notary Public

[NOTARIAL SEAL]

My Commission expires

My Commission Expires June 22, 1976

SCHEDULE B TO LEASE

CASUALTY VALUE SCHEDULE

<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>	<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>
1	107.74	33	104.97
2	107.80	34	104.76
3	107.78	35	104.54
4	107.68	36	104.32
5	107.73	37	99.72
6	107.69	38	99.49
7	107.64	39	99.24
8	107.61	40	99.00
9	107.54	41	98.74
10	107.47	42	98.38
11	107.40	43	98.22
12	107.32	44	97.94
13	107.59	45	97.67
14	107.50	46	97.39
15	107.40	47	97.10
16	107.30	48	96.80
17	107.19	49	96.75
18	107.08	50	96.44
19	106.96	51	96.13
20	106.83	52	95.81
21	106.71	53	95.50
22	106.55	54	95.16
23	106.41	55	94.83
24	106.26	56	94.49
25	106.46	57	94.15
26	106.30	58	93.80
27	106.12	59	93.48
28	105.95	60	93.09
29	105.76	61	86.84
30	105.58	62	86.47
31	105.38	63	86.09
32	105.18	64	85.71

SCHEDULE B TO LEASE
CASUALTY VALUE SCHEDULE (con't)

<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>	<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>
65	85.33	97	67.41
66	84.93	98	66.89
67	84.54	99	66.37
68	84.14	100	65.84
69	83.70	101	65.31
70	83.32	102	64.79
71	82.90	103	64.26
72	82.48	104	63.72
73	82.18	105	63.19
74	81.75	106	62.65
75	81.32	107	62.12
76	80.87	108	61.57
77	80.42	109	60.97
78	79.97	110	60.43
79	79.51	111	59.88
80	79.06	112	59.33
81	78.59	113	58.78
82	78.12	114	58.23
83	77.65	115	57.68
84	77.17	116	57.12
85	73.47	117	56.57
86	72.99	118	56.00
87	72.50	119	55.44
88	72.00	120	54.88
89	71.50	121	54.01
90	71.01	122	53.11
91	70.50	123	51.70
92	69.99	124	51.12
93	69.48	125	50.55
94	68.96	126	49.97
95	68.47	127	49.40
96	67.95	128	48.81

SCHEDULE B TO LEASE

CASUALTY VALUE SCHEDULE (con't)

<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>	<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>
129	48.23	162	28.17
130	47.64	163	27.49
131	47.05	164	26.83
132	46.48	165	26.15
133	47.03	166	25.47
134	46.42	167	24.79
135	45.83	168	24.11
136	45.23	169	23.07
137	44.62	170	22.38
138	44.02	171	21.69
139	43.39	172	20.99
140	42.81	173	20.30
141	42.20	174	19.59
142	41.58	175	18.89
143	40.97	176	18.18
144	40.35	177	17.47
145	39.46	178	16.76
146	38.84	179	16.05
147	38.21	180	15.93
148	37.54	181	15.00
149	36.95		
150	36.32		
151	35.68		
152	35.17		
153	34.40		
154	33.75		
155	33.11		
156	32.46		
157	31.47		
158	30.82		
159	30.16		
160	29.50		
161	28.83		

SCHEDULE C TO LEASE
TERMINATION VALUE SCHEDULE

<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>	<u>Payment Number</u>	<u>Percent of Lessor's Cost</u>
121	43.94%	162	14.95%
122	42.97%	163	14.19%
123	41.49%	164	13.43%
124	40.85%	165	12.66%
125	40.21%	166	11.90%
126	39.56%	167	11.13%
127	38.92%	168	10.35%
128	38.26%	169	09.22%
129	37.61%	170	08.44%
130	36.95%	171	07.65%
131	36.29%	172	06.87%
132	35.63%	173	06.07%
133	36.12%	174	05.28%
134	35.45%	175	04.48%
135	34.78%	176	03.67%
136	34.11%	177	02.87%
137	33.42%	178	02.06%
138	32.75%	179	01.24%
139	32.05%	180	00.11%
140	31.39%	181	0%
141	30.70%		
142	30.01%		
143	29.31%		
144	28.62%		
145	27.65%		
146	26.95%		
147	26.25%		
148	25.50%		
149	24.82%		
150	24.11%		
151	23.39%		
152	22.80%		
153	21.95%		
154	21.22%		
155	20.49%		
156	19.75%		
157	18.68%		
158	17.94%		
159	17.20%		
160	16.45%		
161	15.70%		

SCHEDULE A TO LEASE

<u>Quantity</u>	<u>Description</u>	<u>Lessee's Road Numbers (inclusive)*</u>
80	100 ton capacity, high side gondola car.	SJMX 72,000-72,079

* to be assigned to units of Leased Property

EXHIBIT A
TO
LEASE

CERTIFICATE OF ACCEPTANCE

This CERTIFICATE OF ACCEPTANCE, dated as of 1972, executed and delivered by ST. JOE MINERALS CORPORATION, a New York corporation ("Lessee") to FIRST CHICAGO LEASING CORPORATION, a Delaware corporation ("Lessor").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease dated as of August 1, 1972 (herein called the "Lease" and the terms defined therein being hereinafter used with the same meaning), which Lease provides for the execution and delivery from time to time of Certificates of Acceptance substantially in the form hereof for the purpose of confirming delivery and acceptance of the units of Leased Property leased under the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessee hereby confirms and agrees as follows:

1. Lessee hereby accepts and leases from Lessor under the Lease, the units or unit of Leased Property (the "Delivered Units") which are described below:

<u>Description of Units</u>	<u>Lessor's Cost</u>	<u>Lessee's Road Numbers</u>
---------------------------------	--------------------------	----------------------------------

2. The acceptance date of the Delivered Units is the date of this Certificate of Acceptance set forth in the opening paragraph hereof.

3. Lessee hereby confirms to Lessor that the Delivered Units have been duly inspected in accordance with Section 1 of the Lease and duly marked in accordance with the terms of Section 4 of the Lease and that Lessee has accepted the Delivered Units for all purposes hereof and of the Lease; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right which Lessee or Lessor may have with respect to the Delivered Units against Seller or any subcontractor of Seller under the Purchase Agreement.

4. The undersigned, as the authorized representative of Lessor, hereby accepts the Delivered Units on behalf of the Lessor under the Purchase Agreement.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be duly executed as of the day and year first above written and to be delivered in the State of

ST. JOE MINERALS CORPORATION,
as Lessee

By _____
a duly authorized representative